

<b>001527 REQUEST FOR COUNCIL ACTION</b> CITY OF SAN DIEGO				1. CERTIFICATE NUMBER (FOR AUDITOR'S USE) 113			
TO: CITY ATTORNEY		2. FROM (ORIGINATING DEPARTMENT): Real Estate Assets		3. DATE: 7/31 July 5, 2007			
4. SUBJECT: <p style="text-align: center;">Wild Animal Park - Easement Grant to SDG&amp;E</p>							
5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.) Lane MacKenzie, (619) 236-6050, MS 51A <i>BLM</i>		6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.) Patric Chavez, (619)236-67242, MS 51A		7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED			
<b>8. COMPLETE FOR ACCOUNTING PURPOSES</b>							
FUND	41500			9. ADDITIONAL INFORMATION / ESTIMATED COST: Fiscal Impact: \$1,590 processing fee deposited into Fund 41500			
DEPT.	760			Account 77438			
ORGANIZATION	163			Job: 923832			
OBJECT ACCOUNT	77438			Thomas Guide: 1131 A-7			
JOB ORDER	923832						
C.I.P. NUMBER							
AMOUNT	\$1,590						
<b>10. ROUTING AND APPROVALS</b>							
ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIG. DEPT	<i>Patric Chavez</i>	7/9/07	8	DEPUTY CHIEF	<i>J. S. W.</i>	7/16/07
2	EAS	<i>Eliana Barron</i>	7.9.07	9	COO		
3	EOCP/MEMO 5/3/96			10	CITY ATTORNEY	<i>Patric Chavez</i>	7/18/07
4	WATER UTILITIES	<i>Angel B.</i>	7/9-07	11	ORIG. DEPT	<i>Patric Chavez</i>	7/18/07
5	LIAISON OFFICE		7/12/07	DOCKET COORD: 7/14/07 COUNCIL LIAISON <i>(Signature)</i>			
6	FM	<i>Angel B.</i>	7/13/07	COUNCIL PRESIDENT <i>(Signature)</i> <input type="checkbox"/> SPOB <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION <input type="checkbox"/> REFER TO: COUNCIL DATE: 7/31/07			
7							
11. PREPARATION OF: <input checked="" type="checkbox"/> RESOLUTION(S) <input type="checkbox"/> ORDINANCE(S) <input type="checkbox"/> AGREEMENT(S) <input type="checkbox"/> DEED(S)							
1) Authorizing the Mayor to execute an Easement Deed in favor of San Diego Gas & Electric Company, for an easement required for the transmission and distribution of electricity and related electrical purposes, affecting a portion of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) and the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 33, Township 12 South, Range 1 West, San Bernardino Meridian, County of San Diego, State of California.							
11A. STAFF RECOMMENDATIONS: ADOPT THE RESOLUTION							
12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION) <u>COUNCIL DISTRICT(S):</u> 5 <u>COMMUNITY AREA(S):</u> San Pasqual <u>ACTION REQUESTED BY:</u> Real Estate Assets Department <u>LOCATION:</u> Northerly side of San Pasqual Road, west of Old Milky Way. <u>ENVIRONMENTAL IMPACT:</u> This activity is categorically exempt from CEQA pursuant to State CEQA guidelines section 15303. <u>ATTACHMENTS:</u> 1. Easement, Area Map, picture of proposed easement area <u>CITY CLERK INSTRUCTIONS:</u> DO NOT RECORD. Return documents to Real Estate Assets Department, Attn: Patric Chavez, M.S. 51A for further handling.							

**001529**

**EXECUTIVE SUMMARY SHEET**

DATE REPORTED ISSUED:

REPORT NO.:

ATTENTION: Council President and City Council

ORIGINATING DEPT: Real Estate Assets Department

SUBJECT: Wild Animal Park - Easement Grant to SDG&E

COUNCIL DISTRICT: Five

STAFF CONTACT: Patric Chavez (236-6724)

REQUESTED ACTION:

Council authorization to grant an easement to SDG&E for poles, wires, cables, and appurtenances and underground facilities and appurtenances for the transmission and distribution of electricity and related electrical purposes.

STAFF RECOMMENDATION:

Staff recommends granting the easement to SDG&E.

SUMMARY:

This project is for extension of overhead lines from an existing utility pole westerly to the easterly boundary of the Wild Animal Park's leasehold to a new utility pole and then placed underground from that point westward. The easement is for poles, wires, cables, underground facilities and appurtenances for the transmission and distribution of electricity and related purposes. The length of the easement is 744.79 feet with the overhead lines comprising 384 feet and the underground lines 360.79 feet.

The easement contains approximately 0.305 acre and is north of San Pasqual Valley Road westerly of the San Pasqual Battlefield State Historic Park. The easement has been valued by City valuation staff to be worth \$5,000. Since the proposed easement solely benefits a City owned parcel and our lessee, the Wild Animal Park, SDG&E will not be charged for the proposed easement.

FISCAL CONSIDERATIONS:

A processing fee of \$1,590.00 was deposited into Fund 4150 Revenue Account No. 77438 in the form of a check provided by the Zoological Society of San Diego. As stated above SDG&E will not be required to compensate the City for the rights to be granted.

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

N/A

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

N/A

KEY STAKEHOLDERS & PROJECTED IMPACTS:

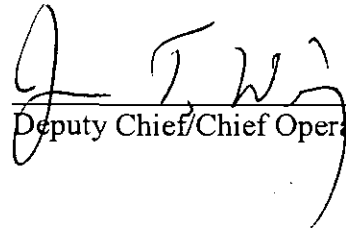
The Zoological Society of San Diego DBA San Diego Zoo's Wild Animal Park. The Applicant proposes to purchase an easement for the purposes of installing a 700 foot long electrical line. The trench for the

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electrical line would be approximately 12 inches wide and 30 inches deep and about 361 feet long. The trench easement is located within eucalyptus woodland. Trench excavation will take place outside of the raptor nesting season and the California gnatcatcher breeding season (March 1 through August 15) or noise barriers will be erected to reduce construction noise to less than 60 decibels Leq (hourly average).

The overhead portion of the easement alignment is in an environmentally sensitive area where aerial lines will be less intrusive than digging and disturbing the surface and surrounding area. The easement sought is not in an underground district. There are no prohibition to overhead lines that are not in an underground district and there is no ordinance requiring the undergrounding of utilities on City property.

  
\_\_\_\_\_  
Originating Department

  
\_\_\_\_\_  
Deputy Chief/Chief Operation Officer

**001531**

RESOLUTION NUMBER R-\_\_\_\_\_

DATE OF FINAL PASSAGE \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
AN EASEMENT DEED IN FAVOR OF SAN DIEGO GAS &  
ELECTRIC COMPANY, FOR AN EASEMENT REQUIRED  
FOR THE TRANSMISSION AND DISTRIBUTION OF  
ELECTRICITY AND RELATED ELECTRICAL PURPOSES.

WHEREAS, San Diego Gas & Electric Company [SDG&E] seeks an easement for the transmission and distribution of electricity and related electrical purposes, affecting a portion of the Southeast Quarter of the Northwest Quarter (SD ¼ NW ¼) of Section 33, Township 12 South, Range 1 West, San Bernardino Meridian, County of San Diego, State of California; and

WHEREAS, the easement, as represented in Exhibit "A," allows SDG&E to complete the extension of overhead lines from an existing utility pole westerly to the easterly boundary of the Zoological Society of San Diego dba San Diego Zoo's Wild Animal Park's [Wild Animal Park] leasehold to a new utility pole and then placed underground from that point westward; and

WHEREAS, the easement is for pole, wire, cables, underground facilities and appurtenances for the transmission and distribution of electricity and related electrical purposes. The length of the easement is 744.79 feet with the overhead lines comprising 384 feet and the underground lines 360.79 feet; and

WHEREAS, to cover the City's labor costs and expenses related to processing an Easement Deed, a fee of \$1,590 was deposited into Fund 4150, Revenue Account No. 77438 in the form of a check provided by the Zoological Society of San Diego. SDG&E will not be required to compensate the City for the rights; and

**001532**

WHEREAS, if Grantee determines that this easement is no longer required to conduct its business, Grantee shall (i) furnish Grantor upon demand a good and sufficient Quitclaim Deed, of all Grantee's right, title, and interest in and to this easement, and (ii) remove, without cost to Grantor, any facilities which were installed by Grantee at its expense; provided, however, Grantee shall not be obligated to remove any underground conduits or substructures.

Notwithstanding the foregoing, in the even of non-use or abandonment of Grantee's facilities for a period of one year, Grantor retains the right to terminate this easement, and, upon written request, Grantee shall provide a Quitclaim Deed, as described above in subparagraph (i); NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor, or his designee, is authorized and empowered to execute, for and on behalf of the City of San Diego, conveying to SDG&E an easement for the purpose of installing an transmission and distribution of electricity and related electrical purposes, affecting a portion of the Southeast Quarter of the Northwest Quarter (SD ¼ NW ¼) of Section 33, Township 12 South, Range 1 West, San Bernardino Meridian, County of San Diego, State of California.

BE IT FURTHER RESOLVED, that the Auditor and Comptroller is authorized to collect and deposit \$1,590 from Fund 4150, Revenue Account No. 77438.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By

  
Todd Bradley  
Deputy City Attorney

TB:bas  
07/16/07  
Or.Dept:READ  
R-2008-81

**001533**

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of \_\_\_\_\_.

ELIZABETH S. MALAND  
City Clerk

By \_\_\_\_\_  
Deputy City Clerk

Approved: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

Recording Requested by  
San Diego Gas & Electric Company

**001535**

When recorded, mail to:

San Diego Gas & Electric Company  
8335 Century Park Court Suite 100  
San Diego, CA 92123  
Attn: Real Estate Transactions CP11D

SPACE ABOVE FOR RECORDER'S USE

Project 637460-010  
No.:

Transfer Tax:

Const. No.: 2867090

SAN DIEGO GAS & ELECTRIC COMPANY

APN No.: 242-100-10

EASEMENT

THE CITY OF SAN DIEGO, a California corporation (Grantor), for valuable consideration grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described in Parcel 2, to erect, construct, modify, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Poles, wires, cables, and appurtenances for the transmission and distribution of electricity and related electrical purposes.
2. Underground facilities and appurtenances for the transmission and distribution of electricity and related electrical purposes.

Grantee is further granted (i) the right of ingress and egress by a practical route or routes to, from, and along said easement in, upon, over, and across all that portion of the lands described in Parcel 1 below that Grantor owns on the date of this instrument, and (ii) the right to install the above described facilities at such locations and elevations as Grantee may now or hereafter deem convenient or necessary upon, along, over, through, under, and within said easement described in Parcel 2 below.

The property in which this easement and right of way is granted is located in the County of San Diego, State of California, and described as follows:

Parcel 1:

Those portions of the Southeast Quarter of the Northwest Quarter, and the Northeast Quarter of the Southwest Quarter of Section 33, all of Township 12 South, Range 1 West, San Bernardino Meridian, described in a Deed recorded July 26, 1971 at File/Page 162883 in the Office of the County Recorder of said County of San Diego.

Parcel 2:

The easement in the aforesaid lands shall be 12.00 feet in width, being 6.00 feet measured at right angles on each side of the center line more particularly described on Exhibit "A", attached hereto and made a part hereon.

Grantor further grants to Grantee the right, from time to time, to erect and maintain on Grantor's property described in Parcel 1, all emergency anchorages, equipment traffic barriers, and minor earth retaining structures as may be necessary in Grantee's sole discretion for the proper maintenance and protection of the facilities then in place. Grantee shall, however, not erect or maintain any non-emergency anchorages, equipment traffic barriers, and minor earth retaining structures unless and until Grantor has provided its prior written consent thereto, which consent shall be given by approval of the City Mayor or his designee and which consent shall not be unreasonably withheld.

Grantor shall not erect, place, or construct nor permit to be erected, placed or constructed any building or other structure, plant any tree, drill or dig any well within this easement, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Notwithstanding the foregoing, subject to the review and written approval of improvement plans by Grantee for the adequate protection of Grantee's facilities in accordance with pertinent General Orders of the Public Utilities Commission of the State of California, Grantor retains the right to construct, reconstruct, and maintain aboveground structures, including but not limited to, fences, sidewalks, curbs, gutters, streets, or other improvements that require excavation and grading between ground surface and a maximum depth of 18 inches within said easement.

Grantee shall have all rights and powers, but is not hereby obligated, to (i) keep said easement free and clear from explosives, buildings, structures, and other materials and (ii) trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of any obligation it may have under applicable laws as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS. THEREFORE, GRANTOR SHALL NOT MAKE OR ALLOW ANY EXCAVATION OR FILL TO BE MADE WITHIN THIS EASEMENT WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY AND OBTAINING PERMISSION.

In the event Grantee, in its sole discretion, determines that this easement is no longer required for the conduct of its business, Grantee shall (i) furnish Grantor upon demand a good and sufficient Quitclaim Deed, of all Grantee's right, title, and interest in and to this easement, and (ii) remove, without cost to Grantor, any facilities which were installed by Grantee at its expense; provided, however, Grantee shall not be obligated to remove any underground conduits or substructures. Notwithstanding the foregoing, in the event of non-use or abandonment of Grantee's facilities for a period of one year, Grantor retains the right to terminate this easement, and, upon written request, Grantee shall provide a Quitclaim Deed, as described above in subparagraph (i).

This easement and any covenants, conditions, and restrictions, contained herein shall run with the land and be binding upon and inure to the benefit of the successors, heirs, executors, administrators, permittees, licensees, agents, and assigns of Grantor and Grantee.

**001537**

Grantor has executed this easement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CITY OF SAN DIEGO,  
a California corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Drawn           JMW  
Checked  
Sketch         W-2350  
Date           7/03/07

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )SS.

On \_\_\_\_\_, before me \_\_\_\_\_  
\_\_\_\_\_ (name, title of officer), appeared \_\_\_\_\_  
\_\_\_\_\_

- ☐ personally known to me
- ☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Recording Requested by  
San Diego Gas & Electric Company

**001539**  
When recorded, mail to:

San Diego Gas & Electric Company  
8335 Century Park Court Suite 100  
San Diego, CA 92123  
Attn: Real Estate Transactions CP11D

SPACE ABOVE FOR RECORDER'S USE

Project 637460-010  
No.:

Transfer Tax:

Const. No.: 2867090

SAN DIEGO GAS & ELECTRIC COMPANY

APN No.: 242-100-10

### EASEMENT

THE CITY OF SAN DIEGO, a California corporation (Grantor), for valuable consideration grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described in Parcel 2, to erect, construct, modify, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Poles, wires, cables, and appurtenances for the transmission and distribution of electricity and related electrical purposes.
2. Underground facilities and appurtenances for the transmission and distribution of electricity and related electrical purposes.

Grantee is further granted (i) the right of ingress and egress by a practical route or routes to, from, and along said easement in, upon, over, and across all that portion of the lands described in Parcel 1 below that Grantor owns on the date of this instrument, and (ii) the right to install the above described facilities at such locations and elevations as Grantee may now or hereafter deem convenient or necessary upon, along, over, through, under, and within said easement described in Parcel 2 below.

The property in which this easement and right of way is granted is located in the County of San Diego, State of California, and described as follows:

#### Parcel 1:

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Parcel 2:

The easement in the aforesaid lands shall be 12.00 feet in width, being 6.00 feet measured at right angles, on each side of the center line more particularly described on Exhibit "A", attached hereto and made a part hereon.

**001540**

Grantor further grants to Grantee the right, from time to time, to erect and maintain on Grantor's property described in Parcel 1, all emergency anchorages, equipment traffic barriers, and minor earth retaining structures as may be necessary in Grantee's sole discretion for the proper maintenance and protection of the facilities then in place. Grantee shall, however, not erect or maintain any non-emergency anchorages, equipment traffic barriers, and minor earth retaining structures unless and until Grantor has provided its prior written consent thereto, which consent shall be given by approval of the City Mayor or his designee and which consent shall not be unreasonably withheld.

Grantor shall not erect, place, or construct nor permit to be erected, placed or constructed any building or other structure, plant any tree, drill or dig any well within this easement, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Notwithstanding the foregoing, subject to the review and written approval of improvement plans by Grantee for the adequate protection of Grantee's facilities in accordance with pertinent General Orders of the Public Utilities Commission of the State of California, Grantor retains the right to construct, reconstruct, and maintain aboveground structures, including but not limited to, fences, sidewalks, curbs, gutters, streets, or other improvements that require excavation and grading between ground surface and a maximum depth of 18 inches within said easement.

Grantee shall have all rights and powers, but is not hereby obligated, to (i) keep said easement free and clear from explosives, buildings, structures, and other materials and (ii) trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of any obligation it may have under applicable laws as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS. THEREFORE, GRANTOR SHALL NOT MAKE OR ALLOW ANY EXCAVATION OR FILL TO BE MADE WITHIN THIS EASEMENT WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY AND OBTAINING PERMISSION.

In the event Grantee, in its sole discretion, determines that this easement is no longer required for the conduct of its business, Grantee shall (i) furnish Grantor upon demand a good and sufficient Quitclaim Deed, of all Grantee's right, title, and interest in and to this easement, and (ii) remove, without cost to Grantor, any facilities which were installed by Grantee at its expense; provided, however, Grantee shall not be obligated to remove any underground conduits or substructures. Notwithstanding the foregoing, in the event of non-use or abandonment of Grantee's facilities for a period of one year, Grantor retains the right to terminate this easement, and, upon written request, Grantee shall provide a Quitclaim Deed, as described above in subparagraph (i).

This easement and any covenants, conditions, and restrictions, contained herein shall run with the land and be binding upon and inure to the benefit of the successors, heirs, executors, administrators, permittees, licensees, agents, and assigns of Grantor and Grantee.

**001541**

Grantor has executed this easement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE CITY OF SAN DIEGO,  
a California corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Drawn           JMW  
Checked  
Sketch        W-2350  
Date           7/03/07

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )SS.

On \_\_\_\_\_, before me \_\_\_\_\_  
\_\_\_\_\_ (name, title of officer), appeared \_\_\_\_\_  
\_\_\_\_\_.

- ☐ personally known to me
- ☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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EXHIBIT "A"

LEGAL DESCRIPTION

That portion of the Southeast Quarter of the Northwest Quarter (SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) and the Northeast Quarter of the Southwest Quarter (NE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) of Section 33, Township 12 South, Range 1 West, San Bernardino Meridian, County of San Diego, State of California, being more particularly described as follows:

Those certain strips of land 12.00 feet in width, being 6.00 feet measured at right angles on each side of the following described centerlines:

Commencing at a 1 inch iron pipe with tag "Div of Hwys" marking the boundary of State Highway No. 78 and the Southeasterly terminus of a line that bears South  $66^{\circ}53'24''$  East, 1679.26 feet as shown on Sheet 6 of 6 of the State of California, Department of Transportation, District 11, Monumentation Map recorded as Miscellaneous Survey No. 966 in the map records of said San Diego County (MS966), said pipe bears South  $66^{\circ}53'24''$  East, 1679.36 feet (Record 1679.26 feet grid, 1679.35 feet ground per said MS 966) from a 1 inch iron pipe with tag "Div of Hwys" marking said boundary of State Highway No. 78 and the Northwesterly terminus of the aforementioned line, all as shown on said MS 966; thence South  $65^{\circ}23'00''$  East, 1106.84 feet to the TRUE POINT OF BEGINNING; thence South  $39^{\circ}52'33''$  East, 59.00 feet to the beginning of a curve concave Southwesterly having a radius of 25.00 feet; thence Southerly 8.14 feet along said curve through a central angle of  $18^{\circ}38'54''$ ; thence South  $21^{\circ}13'39''$  East, 269.10 feet; thence South  $16^{\circ}09'07''$  East, 360.79 feet; thence South  $18^{\circ}37'09''$  East, 409.00 feet.


Containing 0.305 acres.

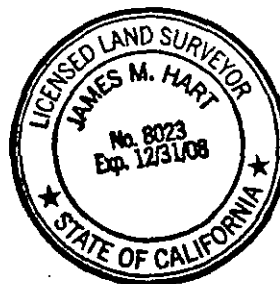
EXCEPTING THEREFROM any portion not lying within Grantor's Lands.

All as shown on the map attached hereto and made a part hereof.

Prepared By:

Nolte Associates, Inc.

  
James M. Hart, L.S. 8023      11 Dec 2006      Date



[illegible]



001549



1 Blue indicates the overhead wires, the green dot is where the new pole will be place on the Wild animal park Leasehold, and red indicates the underground placement of the utilities. These are approximate in location.